SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

Sindh Bank Ltd

- 1) NAME OF THE ORGANIZATION / DEPTT.
- 2) PROVINCIAL / LOCAL GOVT./ OTHER
- 3) TITLE OF CONTRACT
- 4) TENDER NUMBER
- 5) BRIEF DESCRIPTION OF CONTRACT
- 6) FORUM THAT APPROVED THE SCHEME
- 7) TENDER ESTIMATED VALUE
- ENGINEER'S ESTIMATE (For civil works only)

Scehduled Bank

Provision of Photocopier Machine on Rental Basis

SNDB/COK/ADMIN/TD/1297/2023

Provision of Photocopier Machine on Rental Basis

Competent Authoirty

Rs.31 Million

17.08.2023

Rs.28,592,064/

9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)

1 Year
10.03.2023 at 1100 Hrs

- 10) TENDER OPENED ON (DATE & TIME)
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS _____
- 14) BID EVALUATION REPORT (Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M?s. Trade Link Office No. 250
- 16) CONTRACT AWARD PRICE
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID).

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE ONE ENVELOPE PROCEDURE

Domestic/ Local

- b) SINGLE STAGE TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE _
- d) TWO STAGE TWO ENVELOPE BIDDING PROCEDURE _

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19)	APPROVING AUTHORITY FOR AWARD OF CONT	KAUI
20)	WHETHER THE PROCUREMENT WAS INCLUDED	O IN ANNUAL PROCUREMENT PLAN?
21)	ADVERTISEMENT :	
		Yes T00531-22-0031. 22.02.2023
	 SPPRA Website (If yes, give date and SPPRA Identification No 	
		No
	ii) News Papers (If yes, give names of newspapers and dates)	Yes Express Tribune, Daily Express & SObh 22.02.2023
		No
22)	NATURE OF CONTRACT	Domestic/ Local
23)	WHETHER QUALIFICATION CRITERIA	
,	WAS INCLUDED IN BIDDING / TENDER DOCUME (If yes, enclose a copy)	ENTS?
	(If yes, enclose a copy)	Yes V No
24)	WHETHER BID EVALUATION CRITERIA	
	WAS INCLUDED IN BIDDING / TENDER DOCUMI (If yes, enclose a copy)	NTS? Yes V No
25)	WHETHER APPROVAL OF COMPETENT AUTHOR	TTY WAS OBTAINED FOR USING A
	METHOD OTHER THAN OPEN COMPETITIVE BID	DDING? Yes No 🖌
26)	WAS BID SECURITY OBTAINED FROM ALL THE	BIDDERS?
27)	WHETHER THE SUCCESSFUL BID WAS LOWEST	EVALUATED Yes No
.,,	BID / BEST EVALUATED BID (in case of Consultance	
28)	WHETHER THE SUCCESSFUL BIDDER WAS TECH	INICALLY Yes V No
	COMPLIANT?	
29)	WHETHER NAMES OF THE BIDDERS AND THEI	R QUOTED PRICES WERE READ OUT AT
	THE TIME OF OPENING OF BIDS?	Yes 🖌 No
30)	WHETHER EVALUATION REPORT GIVEN TO CONTRACT?	BIDDERS BEFORE THE AWARD OF
	(Attach copy of the bid evaluation report)	Yes 🖌 No

 ANY COMPLAINTS RECEIVED (If yes, result thereof) 	Yes	
	No No	
32) ANY DEVIATION FROM SPECIFICATIO	NS GIVEN IN THE TENDER NOT	FICE / DOCUMENTS
(If yes, give details)	Yes	
	No No	
33) WAS THE EXTENSION MADE IN RESPO (If yes, give reasons)	NSE TIME? Yes	
	No No	
34) DEVIATION FROM QUALIFICATION CR (If yes, give detailed reasons.)	ITERIA	
	No No	
35) WAS IT ASSURED BY THE PROCURIN BLACK LISTED?		CTED FIRM IS NO
36) WAS A VISIT MADE BY ANY OFFICE SUPPLIER'S PREMISES IN CONNECTION BE ASCERTAINED REGARDING FINAN (If yes, enclose a copy)	N WITH THE PROCUREMENT? CING OF VISIT, IF ABROAD:	IG AGENCY TO TH P IF SO, DETAILS T es No
37) WERE PROPER SAFEGUARDS PROVID THE CONTRACT (BANK GUARANTEE F	TC.)?	ANCE PAYMENT
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
	No No	
ignature & Official Stamp of Authorized Officer ARSHAD ABBA Head of Administra Sindh Bapt	22/08/2523 \$ 500MR0 tion & Security Division	
OFFICE USE ONLY	Limited Karachi	

0.8, Sindh Secretariat No.4-A, Court Road, Karachi Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



		Bid Evaluation Report
	Provision of	Photocopier Machine on Rental Basis
1	Name of Procuring Agency	Sindh Bank Ltd.
2	Tender Reference No.	SNDB/COK/ADMIN/TD/1297/2023
3	Tender Description	Provision of Photocopier Machine on Rental Basis
4	Method of Procurement	Single Stage One Envelope Bidding Procedure
5	Tender Published & SPPRA S. No.	T00531-22-0031. Express Tribune (English), Daily Express (Urdu), Sobh (Sindh (22/02/2023)
6	Total Bid Documents Sold	02
7	Total Bids Received	01
8	Technical / Financial Bid Opening Date & Time	10/03/2023 at 1100 Hrs.
9	No. of bids qualified	01
10	Bid(s) Rejected / Disqualified	0

Details on the above as given below:

S. No	Name of Firm or Bidder	Qualified / Disqualified in Technical / Eligibility Inspection/ Mandatory	Cost offered by the Bidder (For 67 Branches)	Ranking in terms of cost	Comparison with Estimated cost (Rs.31 Million)	Reasons for acceptance/ rejection	Remarks
	1	2	3	4	5	6	7
1.	M/s. Trade Link	Qualified	Rs. 28,592,064/- (Rs. 2,382,672 x 12)	Only Bidder	Rs. 2,407,936/- below the estimated cost	Accepted	Rule 48 has been Complied With

Accordingly, going by the Technical/Financial Evaluation criteria laid down in the tender document, M/s. Trade Link is the most advantageous bit i.e. 28,592,064/- and their bid is also below the estimated cost, hence recommended for award of contract to Provision of Photocopier Machine on Rental Basis of Sindh Bank Limited.

Members Signature- Procurement Committee

Arshad Abbas Soomro Head of Administration

Dilshad Hussain Khan Chief Financial Officer

Syed Muhammad Aqeel Chief Manager, IDBL Karachi



TENDER No: SNDB/ADMIN/TD/1297/2023 Dated: 08-08-2023

Provision of Photocopier Machine on Rental Basis Certificate in Compliance of Rule 48 of SPPRA

This is to certify that as only one bid was received against the tender, so Rule 48 has been complied with detail as follows:

S.No	Estimated Price.	Current tender Price	
01	Rs.31,000,000/-	Rs.28,592,064/-	

Member Procurement Committee

Head of Admin Division

Head of Finance Division

Member of IDBL

SINDHBANK

DI

Serial No:

Date: 10-03.28

<u>Photocopier on Rental Basis</u> <u>Evaluation Performa</u>

Bidder Name: Grade link

SNDB shall evaluate Eligibility /Technical Proposals using the following scoring criteria.

S. No.	Descriptions	Total Points	Points Obtained	Remarks	Remarks (Attachment of relevant evidence in each case is mandatory	Attach evidence as Annexure
		30	30	5 years and above	NTN Certificate / Letter of Incorporation / Company Registration Letter / Letter or Declaration of Commencement of Business is required to be	
1	Years in business in relevant field	20		3 years and jabove		Annexure "A"
		10		2 years	enclosed	
7	Number of Offices in cities including	20	20	۵	Attach Company Profile with mention of complete addresses and PTCL	Annexure
2	Capital Territory & Federal	10		3	landline numbers of the country wise offices. No mobile numbers will be accepted	"B"
	Administration Territories	5		2		
	Banks presently on Cliental List (For counting of each bank services to at least 10	30		5 and above		
3		20		3 and above	Award letters to be attached duly issued from each concerned Bank for	Annexure "C"
	branches are mandatory) for supply of relevant items	10	10	2	the Year 2019.	
		20	20	12 Million and above		
4	Average yearly turnover in last 3	10		6 Million and above	Audit Report/Tax Returns	Annexure "D"
5	years	5		3 Million and above	5	
Y	Total Marks	110	80	-	Qualified/Disqualified	

Members Signatures- Evaluation Team

N Athar Iqbal Administration Division

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Fouzia Shamim **Operations** Division

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Hasan Raza **Finance** Division

Members Procurement Committee

- 1 HEAD OF ADMINISTRATION
- 2 CHIEF FINANCIAL OFFICER
- **3 CHIEF MANAGER, IDBL**



TT J I Col با اختيار عوا ATTENDANCE SHEET BID OPENING -

FOR SELECTION OF Provision of Photocolier Machine on Rental Basis

Date: 10-03.2023

S.No	Company Name	Name of Company Representative	Contact No.	Company Address	Signature
01	Trade CILL	HIDER	0333 3200997	254. Pareima Center. Sadda	Prinione
		\rightarrow			
	<				

Signature -- Procurement Committee Members Head of Administration Chief Financial Officer Chief Manager (IDBL)

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Sindh Bank Limited Tender Document – Photocopier Machines on Rental Basis

4	FINANCIAL PROPOSAL	SIGNATURE MEMBERS PC-ADMIN
	PRICE SCHEDULE	Read - Admin Div.
	(Applicable for the year 2023-	24)tember-IDBL
Nam	e of Bidder M/S Trade Cink	Date:

PART-1

For Head Office-Clifton, Karachi.

\$

2

S.No	Description	Per Copy Charges (a)	Estimated Monthly Quantity (b)	Amount in Rs. (a x b)
01	Monthly Rental with a. 4 X Photocopier Machines (1 X Machine along with Photocopier) b. Paper as per specification given *(Inclusive of Maintenance, Supply of backup machine & spares consumable parts)	4.95	10,000 copies	49,500

02 Salar	(Office Hours from 0900 to 1800 Hours) WHO // 2777 (wages per month) SRB /3/, 3611 (4) Operator including 10/, WHO 13 SRB= 313B8 C.3.	94,164
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Total Amount in Rs. = (Amount (S.No 1 + 2))

143,664

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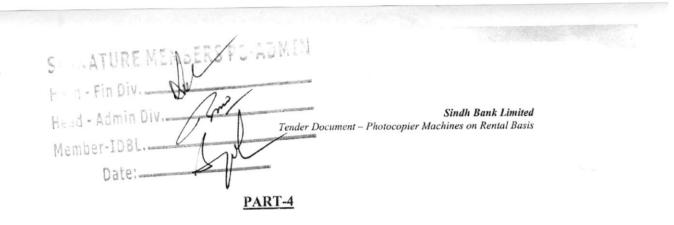
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Sindh Bank Limited

Tender Document - Photocopier Machines on Rental Basis

- 15. Standby operator must report to Head Office, Sindh Bank Limited within one hour in case the regular operator is found absent. A fine of Rs.100 per hour will be charged in case the replacement report late than one hour as mentioned above.
- 16. The operator wages will be as per the limit set by Sindh Labour Law/Provincial Law.
- 17. Bidder shall arrange for sound packing and marking at his own cost during transit to avoid any loss.
- 18. All preventive and corrective maintenance of the machines inclusive of supply of spares and consumables parts shall be the responsibility of the bidder.
- 19. In case, the performance of a machine is found to be unsatisfactory or is found to be in state of beyond repair, the bidder will be responsible for providing suitable replacement of the machine within span of 48 hours of lodging the complaint.
- Approximate number of photo/scan copies per branch per month will be on average of 4000 copies.
 While quoting salary/wages, bidder has to ensure that government notifications have been complied with.
- 22. Minimum salary will stand revised as & when notified by the government.



For Northern Region (Including KPK, Punjab & AJK) & Baluchistan Region Branches 1. With Photocopier Machines

Decovirtion	ount Branches Amount
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Sindh Bank Limited Tender Document – Photocopier Machines on Rental Basis

re mem ØER - 1 min Div. PART-2 Date:

For Karachi City Branches

1. With Photocopier Machines

S.No	Description	Amount in Rs.	No. of Branches	Total Amount in Rs. (b)
01	* <u>Per Branch Monthly Rental with</u> a. 1 X Photocopier Machine *(Inclusive of Maintenance, Supply of backup machine, spares and consumable parts)	4800	94	451,200

Total Amount(Part 2) =	451200/-
	. , /

PART-3

For Interior Sindh Branches
1. With Photocopier Machines

S.No	Description	Amount in Rs.	No. of Branches	Total Amount in Rs. (c)
01	* <u>Per Branch Monthly Rental with</u> a. 1 X Photocopier Machine *(Inclusive of Maintenance, Supply of backup machine, spares and consumable parts)	7458	96	715968

	Total Amount(Part 3) =	715,968/_
ľ		/

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SNDB/COK/ADMIN/TD/1297-99/2023

Dated: May 18, 2023

OFFICE ORDER

SUBJECT: EXTENSION FOR BID VALIDITY PERIOD

As per SPPRA Rule 38 (2), approval is solicited for further Ninety (90) days extension of "Bid Validity Period" for the following tender having SPPRA NIT ID No: T00531-22-0031.

1. Provision of Photocopier Machines on Rental Basis. TR No. SNDB/COK/ADMIN/ZD/1297/2023 TD/1298/2013 2. Provision of Courier Services. TD/1299/2023

3. Supply of Stationery, Printing, stuffing in Bank's premises (insourcing) and distribution of Statement of Accounts

The reason for extension is due to the procedure developed by the bank for evaluation of tender prices to ensure value for money, the bid evaluation report / award of contract could not be finalized within the stipulated time.

Ather Igbal

AVP-I/Admin Division

Farhan A Siddigui AVP-I/Admin Division Members Signature- Procurement Committee

Arshad Abbas Soomro Head of Administration

Dilshad Hussain Khan **Chief Financial Officer**

Syed Muhammad Ageel Chief Manager, IDBL Karachi

Signature

President/CEO

SINDH BANK LIMITED HEAD OFFICE D FLOOR, FEDERATION HOUSE, ULLAH SHAH GHAZI ROAD, FTON, KARACHI-75600.

UAN +92-21-111-333-225 PHONE +92-21-35829320 +92-21-35829394 +92-21-35870543 WEB : www.sindhbank.com.pk

FAX

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شامغاز کاروٹی کلفٹن؟

BUYER LIST	Provision of Photocopier Machine on Rental Basis (1297)	ANY NAME TENDER FEE PST TOTAL PAY ORDER NO NAME OF BANK	pards 300 39 14726007 Allied Bank	de Link 300 40 340 09612281 Askari Bank	Total 679/-
	Provision	COMPANY NAME	Leopards	Trade Link	Grand Total
		S.NO	01	02	

TRADE LINK

INTEGRITY PACT

Contract Number: Ro. 28,592,064/- 1297/223 Dated: 22/08/2023 Contract Value: Rs. R 28,592,064/-Contract Title: Provide of PHETECOPIES MARKHING ON REVIE BADA

Declaration of Fees, Commissions and Brokerage etc. Payable by the Suppliers of Services Pursuant To Rule 89 Sindh Public Procurement Rules Act, 2010

M/s. Trade Link hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (Gos) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Gos) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s. <u>TL</u> represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from Gos, except that which has been expressly declared pursuant hereto.

M/s.______ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Gos and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. M/s.______ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Gos under any law, contract or other instrument, be voidable at the option of Gos.

Notwithstanding any rights and remedies exercised by Gos in this regard, M/s. <u>14</u> agrees to indemnify Gos for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Gos in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by , as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Gos.

For and On Behalf of For and On Behalf Of FRADELINK Sindh Bank Limited Signature: Signature: MUHAMMAD. AKRAM ABRA Name: Name:

255-A, 2nd Floor, Panorama Centre, Fatima Jinnah Road, Saddar, Karachi. Email: trade.link@hotmail.com Phone: 35686367, 35210673, 35211603

MINUTES OF THE OPENING OF THE TENDER (TECHNICAL /FINANCIAL PHASE)

TYPE OF PROCUREMENT ADMIN / IT / CONSULTANT / MEDIA Provision of Photocopier Machine or Rauff Basis TENDER NAME TYPE OF TENDER SINGLE STAGE-ONE ENVELOPE / SINGLE STAGE-TWO ENVELOPE / TWO STAGE /TWO STAGE-TWO ENVELOPE 10/03/23 **OPENING DATE** 1100 Hars **OPENING TIME** ATTENDANCE (MEMBER PC) 745 TEM . . C/P NAME FIRM BID OFFERED ATTENDANCE (REPS. OF BIDDERS) rade link PJ. 28, 592,06 41 TOTAL BIDS ACCEPTED FOR EVALUATION TO SIDS REJECTED REMARKS SIGNATURE MEMBERS PC-ADMIN Head . Fin Div. Head • Admin Div.__ Member-IDBL

Date:

3 SCOPE OF WORK

Sindh Bank Limited (SNDB) requires photocopier services along with machines, papers and operator on rental basis for its 330 branches in operation in country wide regions.

Contract agreement will be extended / renewed upto 3 years on mutual understanding on same terms & conditions and rates.

The photocopier machine (for selected branches region wise only) are required to be placed within one month of award of contract in 330 branches in country wide regions (List of Branches are attached as Annexure "H"). If the complete assignment will not be delivered at the designated branches with the above mentioned given period, the vendor will be fined Rs.1,000/- per branch.

The tender will stand cancelled, if the 80% of the machines are not delivered & made operational after 45 days of issue of work order.

S. No.	Particular	Specifications
1 Photocopy Copier Speed 30 CPM Minin		30 CPM Minimum
2	Display	Multi touch color display panel
3	Copy Size	A4, A3 & A5 (All Sizes)
4	Warm Time (Off-On)	Less than 1 minute
5	Paper Quality (For Head Office)	A4 210 x 297 MM 70 gsm

Technical Specification

The tentative quantity of branches for Deployment of Photocopier Machines in country wide regions are as under.

Region wise – Tentative Deployment of Photocopier Machines

S. No.	Region	Tentative No. of Branches where only Photocopier Machines are required
1.	Karachi	94
2.	Interior Sindh	96
3.	Northern Region (Including KPK, AJK & Punjab) & Balochistan	140
Total		330



SNDB/COK/ADMIN/TD/1297/2023 Dated: August 22, 2023.

M/s. Trade Link, 255-A, 2nd Floor. Panorama Centre. Fatima Jinnah Road. Saddar, Karachi.

Subject: Contract Award-Provision of Photocopier Machines on Rental Basis

Dear Sir.

The management of Sindh Bank Limited is pleased to award the subject contract to M/s. Trade Link, in accordance with terms and conditions mentioned in our tender dated 22/02/2023.

Please acknowledge.

Sincerely,

For & behalf of Sindh Bank Limited,

Arshad Abbas Soomro Head of Administration Division & Chief Security Officer

SINDH BANK LIMITED HEAD OFFICE 3RD FLOOR, FEDERATION HOUSE, ABDULLAH SHAH GHAZI ROAD, CLIFTON, KARACHI-75600.

UAN 21-111-333-225 PHONE +92-21-35829320 +92-21-35829394 +92-21-35870543 : www.sindhbank.com.pk WEB

FAX

الال-11-11-44-44 +91-11-1011941+ فون: +91-11-10119191 يكس: +91-11-1012.000 www.sindhbank.com.pk -

بدالله شاهغاز کی روژ، کلفش،

AB285354



STAMP OFFICE CITY CO URT, KARACHI issued to

21 AUG 2023

he in

CNIC/LEG NO .. Vide D.S.R.No. -For the Purpose of . On Cash -

AGREEMINT FOR PHOTOCOPIER MACHINES ON RENTAL BASIS THIS AGREEMENT is entered into at Karachi

Ex Office Vendor 22 day of Augor 2023

BETWEEN

M/S. TRADE LINK, a partnership concern having its principal place of business at Office No.255-A, 2nd Floor, Panorama Centre, Fatima Jinnah Road, Saddar Karachi, (hereinafter referred to as "Supplier", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the First Part;

AND

SINDH BANK LIMITED, a banking company incorporated under the laws of Pakistan and having its Head office at 3rd Floor, Federation House, Abdullah Shah Ghazi Road, Clifton, Karachi-75600, Pakistan. (Hereinafter referred to as "THE BANK", which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

WHEREAS:

"THE BANK" intends to acquire the services of "Supplier" for Provision of Photocopier on Rental Basis(goods) for its Branches and Supplier agrees to provide the services to the bank, as per tender opening date10-03-2023, along with detail of descriptions and Price Schedule mentioned in Financial Proposal which is attached herewith and marked as Annexure-A:

The terms and conditions are as follows:

1) Terms & Conditions:

- All terms and conditions of the tender document will remain part of this agreement. a)
- A prior notice of 10 days will be given for the supply and installation of requisite supplies b) and it will be expected within 04 days, the said supplies will be made available at the site. The Supplier shall supply the said goods as per specifications of the tender within 04 days c)
- from the date of issue of Purchase Order by the Bank. d) Subject Tender Agreement will be valid for a period of upto one year (the "Term") from
- the Effective Date of the Agreement (hereinafter referred to as the "Term Commencement Date") subject to termination in accordance with the provisions of this Agreement, the term may be renewed for such further period(s) and on such term and conditions as may be mutually agreed between the Parties, upto further three years on
- e) A fine of Rs 1000/- per day will be charged, if even after I month of issuance of Purchase order, the supplies are not provided, installed and made operational till the requisite is
- In the event of the default on the part of the Supplier, in the performance of any condition of the contract/tender or delay in supply of the items even after a lapse of 10 days of the issuance of the purchase order, it shall be lawful for the Bank to forfeit the performance security and cancel the whole part of the supply order or cancel the contract. Decision of the Bank will be final and will be legal binding on the Supplier.
- g) Supplier agrees to maintain adequate inventory of the goods so that the replacement is

IRUPEES ONE HUNDRED ONLY

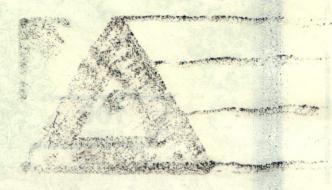






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backup of the same product/item or better till the resolution of the fault is met, without any extra cost to the Bank.

- h) The Supplier also undertakes to bear all kind of taxes i.e. Stamp duty/ Services Charges/Professional Tax / Sales Tax Invoice, Income Tax, Zila / Octroi Tax (if any) and all other incidental charges etc, up to the place of destination.
- i) The Bank reserves the right to test/check the goods to ensure that it is provided as per specification in the tender document. For any discrepancies, at the time of supply or later, the Bank reserve the right to forfeit full performance security and cancel the tender and initiate the process for blacklisting of the Supplier. The decision of the Bank shall be final and binding upon the Supplier.
- j) Delivery will be made by the Supplier at different locations prescribed by the Bank.
- k) The cost must include all taxes, stamp duty installation, labor including delivery charges upto the branches of the Bank on countrywide locations.
- Supplier binds/undertakes that in case of any observation arising in respect of quality/performance of the goods within the warranty period, the supplier will be liable to address it at his own cost within 24 hours. Non-compliance of the same will result into initiation of a case against the company for non-commitment and forfeiting of performance security or any other action as deemed necessary.
- m) Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the given address.
- n) A party may change its address for notice by giving a notice to the other Party in writing of such change, at the time of said occasion.
- The contractor will not assign the job to anyone, except prior written permission of the bank.
- p) This agreement is valid for a period of one year commencing from 22823 to 22824 and can be renewed for further three years for the similar tenure & rates on mutual consent of both the parties in writing before its expiry.
- 2) Payment Schedule:
 - Bill will only be processed on the basis of following conditions:
 - a. Certificate of satisfaction from the concerned Branch Manager.
 - c. If the obligation of warranty period are not met or delayed, the repair etc. requirement on this account will be carried out by the bank & the billed amount will be deducted from the performance security/ upcoming payment due to supplier. Risk & subsequent cost to this effect if any will be liability of the vendor and any subsequent expenses on the equipment will also be borne by the supplier.
- 3) Performance Security:

5% of the total tender amount of will be retained by the Bank as "Performance Security" and will be returned to the supplier after 90 days of supply of complete tender items, including satisfactory confirmation by the branch managers, where the items have been supplied.

Authorized Representative:

Any action required or permitted to be taken, and any document required or permitted to be executed under this agreement by the Bank or the Supplier may be taken or executed by the officials.

provered.





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5) Termination of Agreement by the Bank:

- a) If the Supplier, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; and
- c) If the Bank, in its sole discretion and for any reason whatsoever, decided to terminate this Agreement.
- d) If two (2) warning letters/emails are issued by the Bank for unsatisfactory current performance to the bidder

6) Goods Faith:

- The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.
- 7) Settlement of Disputes:
 - a) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
 - b) If Parties fail to amicably settle any dispute arising out of or in connection with the Agreement within (10) days of commencement of such informal negotiations, the dispute shall first complaint redressal committee of the bank and if parties could not reached at amicable situation, then the matter will be referred to the grievance committee of Bank and if matter could not be resolved the matter will be referred for arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted in English.

8) Conflict of Interest:

The Supplier shall hold the Sindh Bank's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

9) Goods Faith:

The Parties undertake to act in good faith with respect to each other's rights under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

- 10) Settlement of Disputes:
 - a) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
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11) Obligation of the Supplier:

The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Sindh Bank, and shall at all times support and safeguard the Sindh Bank legitimate interests in any dealing with Sub-Suppliers or third Parties.

12) Confidentiality:

Except with the prior written consent of the Sindh Bank, the Supplier and the Personnel shall not at any time communicate to any person or entity and confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

14) Indemnity

a) Supplier (the "Indemnifier") agrees that it shall indemnify, defend, and hold harmless the SNDB and its parent, subsidiaries, affiliates, successors, and assigns and their respective directors, officers, employees and agents (collectively, the "Indemnities") from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages and expenses (including, without limitation, reasonable attorneys', accountants' and experts' fees) arising out of or resulting from, in whole or in part: (i) any act, error or omission, whether intentional or unintentional, by the Indemnifier or its officers, directors, employees, or sub-administrators, related to or arising out of the business covered by this Agreement, or (ii) an actual or alleged breach by the Indemnifier of any of its representations, warranties or covenants contained in this Agreement (including, without limitation, any failure of Indemnifier to comply with applicable local, state, provincial or federal regulations concerning Indemnifier's performance under this Agreement).



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b) This Article shall also survive after termination of this Agreement

15) Ensuring Access to SBP

Supplier and SNDB agree to provide to State Bank of Pakistan necessary access to the documentation and accounting records in relation to the activities and right to conduct onsite to supplier, if required.

16) Anti - Money Laundering.

Supplier acknowledge that they do not violate any statutory / prudential requirement on antimoney laundering or record keeping procedure as per existing laws / rules and regulations of locals as well as foreign jurisdiction."

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17) Support Escalation Matrix:

For timely addressing of complaints given support escalation matrix will be utilized/followed:-

LEVEL-1	Name/Designation (support staff)	Shahnawaz (Call Coordinator)
First complain if the call is not resolved	Landline Phone	021-35686367
"within specified response time"	Email	Trade.link@hotmail.com
(24 hours)	Cell	0331-3560969
LEVEL-2	Name/Designation (Regional Head/Manager/GM)	Naveed Ahmed (Service Manager)
Second complain, if the call is attended within	Landline Phone	021-35210673
"Specified Response Time" and not attended / or the problem still unresolved even after	Email	Naveed.ahmed63@outlook.com
complaining at Level-1 (48 hours)	Cell	0333-2291979
LEVEL-3	Name/Designation (CEO of the firm)	Muhammad Akram (Parthner)
Third complain, if the call is attended within "Specified Response Time" and not attended /or the problem still unresolved even after complaining at Level-2	Landline Phone	021-35672530
	Email	Akram.ansari1@outlook.com
	Cell	0333-2278118

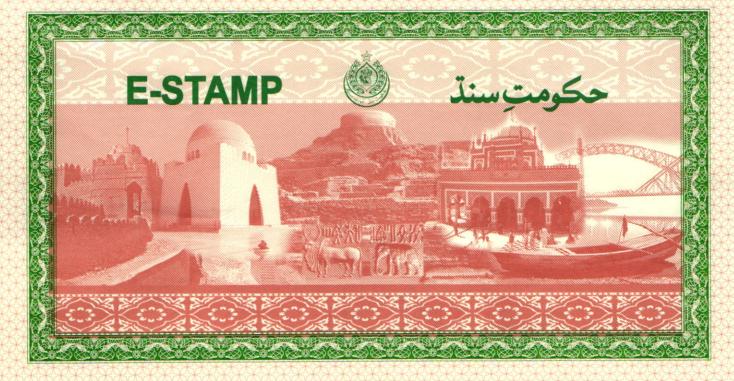
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SND-0303-15833451001

GoS-KHI-159486D4C4559D12

Rs 100,073/-

Non-Judicial

Description Principal Contractor Applicant Stamp Duty Paid by Issue Date Paid Through Challan Amount in Words Contract - 15(a)
Trade Link [12676195]
Sindh Bank Limited [35640087]
Muhammad Akram [42101-2742716-7]
Sindh Bank Limited [35640087]
18-Aug-2023, 05:20:45 PM
202339BE37596644
One Lac and Seventy Three Rupees Only

Please Write Below This Line





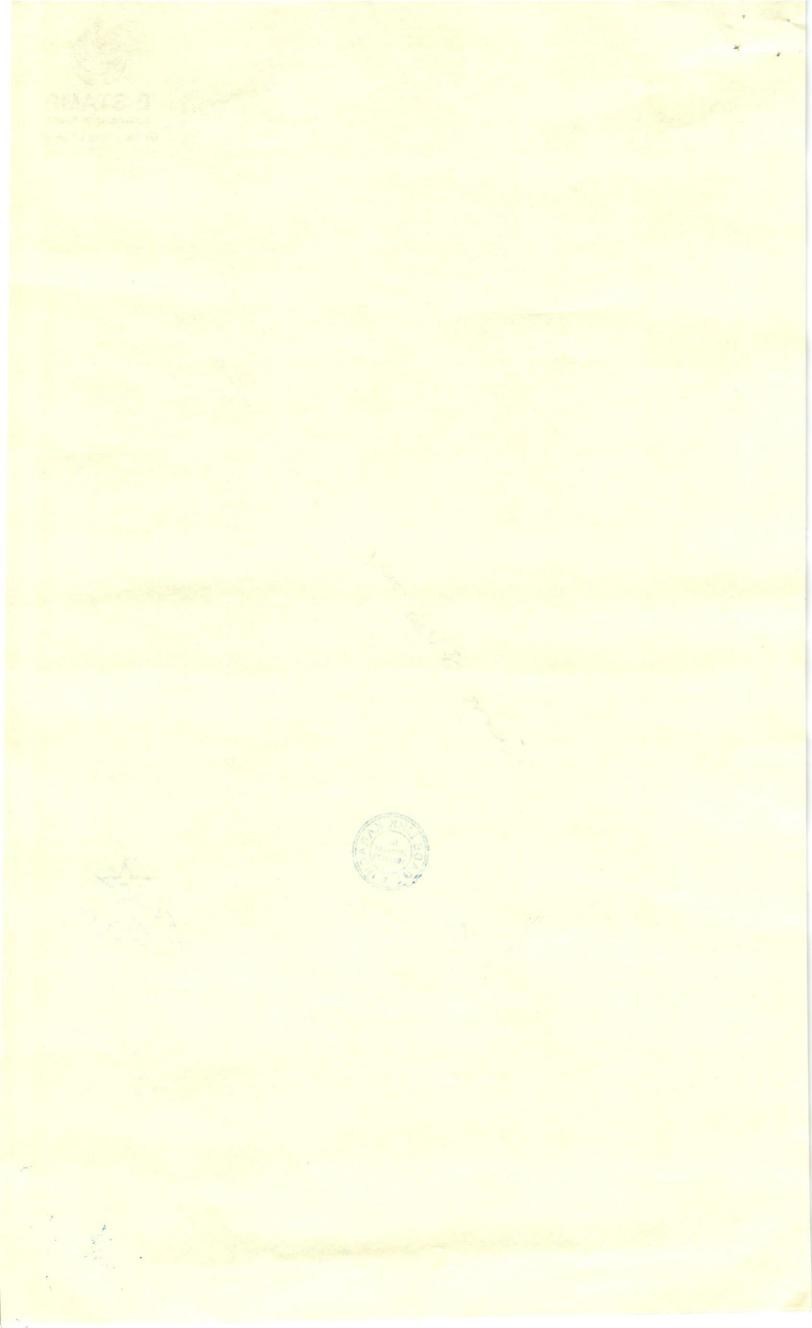






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In witnesses hereunder both the parties have set their hands on the day and year above first mentioned.

town when Supplier Signature Name Designation MUHAMMAD AKRAM Company Name TRADE LINK Address 255-A PANORAMA SADDAR RABACHT Stamp Signature Name Arshad Abbas Soomro Designation Head of Administration Company Name Sindh Bank Limited Address Federation House, Sindh Bank Ltd. Head Office, Karachi Stamp Customer Signature Name Designation 2 1

Company Name Sindh Bank Limited

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Address <u>Federation House, Sindh Bank</u> Ltd. Head Office Karachi

Witness: Signature C tring Noace Name AMEER HIDER Address B.414, Block 13 F.B. A Dec

Customer Signature ATTILE 120AI Name INCHARGE Proved P-11 Designation

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Company Name Sindh Bank Limited

Address <u>Federation House, Sindh Bank</u> Ltd. Head Office Karachi